**HOSTING AGREEMENT**

**Featured Drug Development Agreements**

AMENDMENT NO. 1

TO THE

DEVELOPMENT, LICENSE AND HOSTING AGREEMENT

THIS AMENDMENT No. 1 ("Amendment") is made this 10th day of May, 2002 by

and between American Airlines, Inc., a Delaware corporation with its principle

offices in Fort Worth, Texas ("AA") and Orbitz LLC, a Delaware limited liability

Company with offices in Chicago, Illinois ("Orbitz"). This Amendment amends that

certain Development, License and Hosting Agreement entered into by and between

Orbitz and AA, on September 9, 2001 (the "Agreement").

WHEREAS, Orbitz and AA intend to revise or amend certain portions of the

Agreement in accordance with the terms of Section 19.2 therein;

NOW, THEREFORE, the parties hereby agree as follows:

1. PRECEDENCE. To the extent a term or expression used in this Amendment is

defined in the Agreement, the term or expression will have the meaning

ascribed to it in the Agreement, unless agreed otherwise in this Amendment.

To the extent any terms or conditions of this Amendment conflict with the

terms of the Agreement, the terms of this Amendment will prevail. Except as

otherwise set forth in this Amendment, the terms and conditions of the

Agreement will remain in full force and effect.

2. Add the following sentences to the end of Section 1.22, "Labor Rate":

Except for Initial Development Services and AA-Competitive Functionality

Development Services, Orbitz's Labor Rate shall be $[\*\*\*]/hour. Orbitz may

increase this $[\*\*\*]/hour rate during the Term no more frequently than once

every 12-month period; provided, however, that in no event will any such

increase exceed the percentage change in the consumer price index from the

immediately preceding year.

3. Replace the sentence in Section 1.23, "Launch Date", with the following:

" "LAUNCH DATE" means April 1, 2002, the date the Website was made publicly

available to AA customers."

4. Add the following as a new subsection 5.6 to Section 5, "Hosting and

Support":

"5.6 SECURITY. Orbitz will provide a secure environment for the Services

and any hardware and software, including servers, network and data

components, to be provided by Orbitz as part of its performance under this

Agreement in order to prevent unauthorized access, use, destruction, loss

or alteration of, and otherwise protect, the Services and the AA

Information in accordance with standard industry practices; provided,

however, that such safeguards shall be no less rigorous than those security

measures used by Orbitz for the protection of its own Confidential

Information. Orbitz agrees to promptly notify AA whenever a suspected or

actual security breach has occurred."

5. In the first sentence of Section 10.1, "Escrowed Materials", replace the

phrase, "No later than 60 days after the Effective Date" with the phrase,

"No later than 90 days after the Launch Date".

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\*\*\* Certain information on this page has been omitted and filed separately with

the Commission. Confidential treatment has been requested with respect to

the omitted portions.

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6. Within Section 16.3 "Termination for Cause", replace the subsection (b) in

its entirety with the following:

"AA may terminate this Agreement in accordance with the provisions of

Section C of Exhibit F."

IN WITNESS WHEREOF, the parties hereby cause this Agreement to be executed

by their duly authorized representatives identified below.

American Airlines, Inc. Orbitz LLC

("AA") ("Orbitz")

By: Scott Hyden By: Ellen M. Lee

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Signature: /s/ Scott Hyden Signature: /s/ Ellen M. Lee

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Title: Managing Director Title: VP, New Ventures

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Date: 5/10/02 Date: 5/10/02

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